

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IGNITIONONE, INC.		12/20/2013	CORPORATION: DELAWARE
NETMINING LLC		12/20/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	BRIDGE BANK, NATIONAL ASSOCIATION
Street Address:	55 Almaden Boulevard
Internal Address:	Suite 100
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2947928	BRAINFOX
Registration Number:	4104358	IGNITION ONE
Registration Number:	3132396	INNOVATION INTERACTIVE
Registration Number:	4261672	LIVEMARKETER
Registration Number:	3082898	SEARCHIGNITE
Registration Number:	3255529	SPOT
Registration Number:	3770048	HITSINTOLEADS
Registration Number:	3809095	NETMINING
Registration Number:	3873388	SITEINSIGHTS

CORRESPONDENCE DATA

Fax Number: 8585506420

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 858-550-6403
Email: erin.obrien@cooley.com
Correspondent Name: Erin O'Brien
Address Line 1: c/o Cooley LLP
Address Line 2: 4401 Eastgate Mall
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	305983-1114
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	12/22/2013

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 20, 2013 (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender"), IgnitionOne, Inc., a Delaware corporation (f/k/a SearchIgnite, Inc. or Exact Search, Inc.) ("IgnitionOne") and Netmining LLC, a Delaware limited liability company (f/k/a Exact Advertising LLC) ("Netmining") is made with reference to that certain Loan and Security Agreement, dated as of December 20, 2013 (as amended from time to time, the "Loan Agreement"), between Lender, IgnitionOne and Netmining and the other parties thereto. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, IgnitionOne and Netmining (each referred to herein, as "Grantor") hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, each Grantor grants to Lender a security interest in all right, title, and interest of Grantors in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any permit, lease, license contract or other agreement held by any Grantor to the extent that any applicable law thereto prohibits the creation of a lien thereon, but only, in each case, to the extent, and for so long as, such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective by the Code or any other applicable law.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTORS:

IGNITIONONE, INC.

By: 

Name: William Margroff

Title: CEO

LENDER:


BRIDGE BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

NETMINING LLC

By: 

Name: William Margroff

Title: Manager + CEO

Address for Notices:

32 Avenue of the Americas
New York, NY 10013

Attn: _____
Fax: _____

Address for Notices:

55 Almaden Boulevard, Suite 100
San Jose, California 95113

Attn: Note Department
Fax:(408) 282-1681

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTORS:

IGNITIONONE, INC.

By: _____

Name: _____

Title: _____

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By:  _____

Name: Christian Perkins

Title: SVP

NETMINING LLC

By: _____

Name: _____

Title: _____

Address for Notices:

32 Avenue of the Americas
New York, NY 10013

Attn: _____

Fax: _____

Address for Notices:

55 Almaden Boulevard, Suite 100
San Jose, California 95113

Attn: Note Department

Fax: (408) 282-1681

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

<u>Owner</u>	<u>Mark / Title:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
IgnitionOne, Inc.	BRAINFOX	2,947,928	5347/0011	4/6/2004
IgnitionOne, Inc.	IGNITION ONE	4,104,358	5347/0091	2/4/2011
IgnitionOne, Inc.	INNOVATION INTERACTIVE	3,132,396	5347/0012	6/22/2005
IgnitionOne, Inc.	LIVEMARKETER	4,261,672	5347/0066	6/8/2009
IgnitionOne, Inc.	SEARCHIGNITE	3,082,898	5347/0014	10/26/2005
IgnitionOne, Inc.	SPOT	3,255,529	5347/0020	4/10/2006
Netmining LLC	HITSINTOCONTENT *		5347/0050	3/3/2009
Netmining LLC	HITSINTOLEADS	3,770,048	5347/0049	3/3/2009
Netmining LLC	NETMINING	3,809,095	5347/0046	3/3/2009
Netmining LLC	SITEINSIGHTS	3,873,388	5347/0082	4/1/2010

* - DENOTES ABANDONED

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Owner</u>	<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
IgnitionOne, Inc.	Systems And Methods For Providing Contextual Advertising Information Via A Communication Network	7,593,868	10/767,123	Granted	Sep 22, 2009
IgnitionOne, Inc.	Systems And Methods To Facilitate Keyword Portfolio Management		13/793,554	Pending	
IgnitionOne, Inc.	Domains Template Management System	8,005,715	11/405,100	Granted	Aug 23, 2011
IgnitionOne, Inc.	Systems And Methods To Identify Users Accessing A Web Page		12/541,351	Pending	
IgnitionOne, Inc.	System and Method for Predicting an Outcome by a User in a Single Score		61/825,784	Pending	